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Pages: 5

**Zoning Ordinance Number 2005-O-27
Approving Planned Development District
Specific Implementation Plan for Lot 13 Belmar,
and Outlot 3 Renaissance on the Park**

Legal Description: Lot 13 Belmar, and Outlot 3 Renaissance
on the Park Plat.

002811

Return to:
Fitchburg City Clerk
5520 Lacy Road
Fitchburg, WI 53711

PIN: 0609 052 7013 9
0609 052 0925 2

Plan Commission
Initiated by

T. Hovel
Drafted by

002812

August 17, 2005
Date

ORDINANCE NO. 2005-O-27
APPROVING PLANNED DEVELOPMENT DISTRICT
SPECIFIC IMPLEMENTATION PLAN FOR LOT 13 BELMAR,
and OUTLOT 3 RENAISSANCE ON THE PARK PLAT

WHEREAS, pursuant to Fitchburg Ordinance No. 87-0-06, section 3 Zoning District Maps were adopted within the corporate limits of the City of Fitchburg until expressly altered by the City Council, and

WHEREAS, Unity for Community II, LLC had approved an application, RZ-1425-05, to rezone lot 13 Belmar, and outlot 3 Renaissance on the Park plat from Residential Low-Medium Density (R-LM) and Planned Development District Specific Implementation Plan (PDD-SIP) to Planned Development District General Implementation Plan (PDD-GIP) to allow a 38 single family dwelling units and a lot to allow 16 multi-family units by ordinance number 2005-O-19, and

WHEREAS, application has been made by Unity for Community II, LLC (RZ-1425-05SIP for Planned Development District Specific Implementation Plan (PDD-SIP) zoning for lot 13 Belmar and Outlot 3 Renaissance on the Park, and

WHEREAS, the Plan Commission held a public hearing and considered the request on August 16, 2005, and

WHEREAS, the Plan Commission has reviewed the application according to the standards outlined in the ordinance, and has determined the request, in conjunction with the proposed conditions, meets said criteria, and

WHEREAS, the Plan Commission has recommended approval, with conditions, of rezoning request RZ-1425-05SIP to grant PDD-SIP zoning to lot 13 Belmar.

NOW THEREFORE the City Council of the City of Fitchburg, Dane County, Wisconsin does ordain as follows:

1. That Planned Development District Specific Implementation Plan (PDD-SIP) Zoning for Lot 13 Belmar and outlot 3 Renaissance on the Park is hereby granted for 38 single family lots (lots 33-47 and 49-71 of the proposed final plat) and one multifamily lot for 16 dwelling units (lot 48 of the proposed final plat).
2. The PDD-SIP zoning shall be subject to the following conditions:
 - A. Such action is based on the following submitted documentation: (i) *Specific Implementation Plan for Renaissance on the Park Addition No. 1, A redivision of lot 13 Belmar, and Outlot 3 of Renaissance on the Park Subdivision*, dated July 19 2005 (this

document was prepared by Lewis A. Averill) (ii) Addendum to Specific Implementation Plan dated August 9, and Exhibit A plans for lot 48 with a site plan dated July 26, 2005, and conceptual landscaping, grading, and site plans dated July 25, 2005. (iii) Final plat FP-1440-05 for First Addition to Renaissance on the Park dated July 27, 2005 (received 8/9/05).

B. Approval and recording of the final subdivision plat to divide lot 13 Belmar and outlot 3 Renaissance on the Park into the appropriate lots. No building permits may be issued for any lot until all appropriate public improvements have been accepted by the City.

C. A development agreement with the City of Fitchburg for the installation of public improvements by the developer, and to include payment of required park fees, shall be entered into before execution of a final plat. Required park fees, in 2005 dollars are:

Park improvement fee: \$17,622

Fee in lieu of dedication: \$118,800

(The above two fees shall increase in accord with the budget schedule if not paid in 2005.)

Fee in lieu of street frontage: The required amount is covered by excess street frontage on the Renaissance on the Park plat, on the contingency that outlot 2 of that plat is provided to the City for park purposes. If such parcel is not provided, the fee shall be paid by the developer in the amount of \$13,172 (2005 \$), but increased in accord with the year in which the fee is paid. Developer shall guarantee, through deposit or other mechanism suitable to the City, that funds exist to provide such payment if outlot 2 is not provided to the City for park purposes. Provision of outlot 2 for park purposes is part of a joint agreement approved by R-85-04 between Ellefson (aka Unity for Community LLC) the Boys and Girls Club of Dane County and the City of Fitchburg.

D. Final deed restrictions shall require that all exterior backup walls shall be covered with a water barrier, and that storm easement on lots 39, 40, 44, and 45 is restricted to not allow any building in such easement area. City staff shall be provided review of the deed restrictions to assure city requirements are carried through.

E. In regard to the multi-family site, proposed lot 48 of the plat, the site shall provide 24 understructure parking in three buildings, and no more than 11 surface parking stalls, for a total of a maximum 35 parking stalls. A minimum of 32 stalls shall be provided.

3. Section 2.E.iii. of ordinance 2005-O-19, which approved the PDD-GIP, is hereby amended so that play equipment may be placed to within 5' of a rear property line, and not the 10' distance as identified in the GIP. Decks, patios, and other accessory structures shall continue to comply with the 10' setback as identified in that provision.

4. Approval of this ordinance does not waive or deem satisfied any other approvals or permits otherwise required to be met under resolution R-85-04, or under any other local, state, or federal rule, regulation, ordinance, statute or law.

5. Waivers to land division ordinance requirements were provided by 2005-O-19 approving the Planned Development General Implementation Plan zoning for this project (and such waivers are also referenced in Appendix A submitted by L. Averill). The waivers are provided due to the

unique and distinct circumstances presented by lot 13 Belmar, which include but are not limited to: the time of platting and the related land use conditions of meeting the public goals of reduced density, provision of single family homes; traffic reduction brought about by reduced density; and the time frame it has taken this parcel to develop. Provision of single family housing in this area, to meet these goals, has been noted in the 1995 Development/ Redevelopment Plan, the 1999 BUILD Study, which were reinforced by the rezoning to R-LM, and the land use plan amendment approved by R-05-04 for lots 12 and 13 Belmar. The conditions presented in this situation are unlikely to be present to this degree in any other situation within the City; therefore the use of similar waivers is not expected to occur as there is not considered to be a practical situation providing similar circumstances.

6. Nothing herein contained shall be deemed as approval of any item not specifically approved herein. In particular the applicant shall obtain public works approval over all infrastructure layout, plans and documents.

7. The provisions of this ordinance shall be deemed severable, and it is expressly declared that the City Council would have passed the other provisions of this ordinance, irrespective of whether or not one or more provisions may be declared invalid. If any provision of this ordinance, or the application thereof, to any person or circumstances is held invalid, the remainder of the ordinance and the application of such provisions to others persons or circumstances shall not be affected thereby.

8. Applicant shall pay publication costs for publication, in lieu of two meeting process which would otherwise be necessary if adopted by an enabling ordinance.

9. This ordinance shall take effect following its publication, or the consent of the property owner, whichever occurs last. However, in accord with section 22.92 of the zoning code, owners shall consent within 30 days of approval for the PDD-SIP zoning to take effect.

The above and foregoing ordinance was duly adopted by the City Council of the City of Fitchburg, at a regular meeting held on the 23 day of August, 2005.

Ruth M Becker
Ruth M. Becker, City Clerk

Approved: 8/24/05

Thomas Clauder
Thomas Clauder, Mayor

002815

STATE OF WISCONSIN)ss.
COUNTY OF DANE

Personally came before me this 24 day of August, 2005, the above named Ruth M. Becker, and Thomas Clauder to me known to be the City Clerk and Mayor (respectively) of the City of Fitchburg, and the persons who executed the foregoing instrument and acknowledged the same.

Diane Mancusi
Notary Public, State of Wisconsin

My Commission Expires: 6/22/08

Approval of Property Owner: (Purchaser under non-contingent offer)

Thomas Ellefson
Thomas Ellefson

Date: 9/16/05

Personally came before me this 16th day of September, 2005, the above named Thomas

Ellefson to me known to be the sole member of Unity for Community II, LLC and the person who executed the foregoing instrument and acknowledged the same.

William Pharis Horton
William Pharis Horton
Notary Public, State of Wisconsin

My Commission Expires: xxxxxx is permanent

Kolberg Builders, Inc. Dated: 9/16/05

By: Clifford P. Kolberg (Seller under offer)

Clifford Kolberg, President

Personally came before me September 16, 2005 the above-named Clifford Kolberg, known to me to be the President of Kolberg Builders, Inc. and the person who executed the foregoing instrument.

William Pharis Horton
William Pharis Horton

Notary Public, State of Wisconsin

My commission is permanent

Consent of Mortgage Holder:

Mortgage Holder

Date: _____

Personally came before me this _____ day of _____, 2005, the above named _____ to me known to be the _____ of _____ and the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

My Commission Expires: _____

Specific Implementation Plan

For

**Renaissance on the Park Addition No. 1
Subdivision**

A re-division of

Lot 13 Belmar Subdivision

And

**Outlot 3 of Renaissance on the Park Subdivision
Planned Development District**

City of Fitchburg, Wisconsin

July 19, 2005

Developer:

**Unity for Community, LLC
C/o The Ellefson Companies
1018 Gammon Lane, Suite 100
Madison, WI 53719**

Prepared by:

**Lewis A. Averill, P.E.
1037 Davies Road
Spring Green, WI 53588
(608) 588-7842**

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Appendix C	Restrictions and Covenants
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GENERAL

The Renaissance on the Park Addition No. 1 Subdivision is being developed as a Planned Development District under the requirements of the City of Fitchburg Zoning Ordinance. It is a re-division of Lot 13 Belmar Subdivision and Outlot 3 of the Renaissance on the Park Subdivision. The proposed development will consist of a residential subdivision with one outlot, 38 single-family residential lots and 1 lot for development of a condominium community consisting of sixteen units.

The Fitchburg Common Council approved PDD GIP zoning for the parcel on June 14, 2005 by adoption of Ordinance 2005-O-19. The ordinance as approved is included herein as Appendix A.

The Fitchburg Common Council approved a Preliminary Plat of Subdivision of Renaissance on the Park on June 14, 2005. A copy of the approved Preliminary Plat is included as Appendix B.

LAND DIVISION

All of Renaissance on the Park Addition No. 1 except Lot 48 will be developed as a single-family subdivision with individual lots fronting on public streets. Houses will be constructed on the lots in accordance with the requirements of the zoning ordinance. The land division will be created by recording the Final Plat of Renaissance on the Park Addition No. 1. The final plat is submitted herewith for consideration and approval by the City.

The details of the land division are included on the Final Plat and include lot dimensions, lot areas, street rights-of-way, etc. The final plat is identical to the approved Preliminary Plat which conformed to the site plan exhibits submitted for the zoning of the parcel.

DEVELOPMENT OF LOT 48

Conceptual plans for the development of Lot 48 as a 16-unit condominium development are included in Appendix D. The plans are included for approval as part of the PDD SIP, however, plans for final design review and approval for Lot 48 will be submitted at a later date.

COMPLIANCE WITH THE APPROVED PDD GIP

Ordinance No. 2005-O-19 is attached hereto as Appendix A. Compliance with the terms of that ordinance are described as follows:

2. The PDD-GIP zoning is subject to the following conditions:
 - A. The proposed subdivision conforms to the plan and Preliminary Plat submitted for the PDD-GIP.
 - B. The plat to divide Lot 13 is submitted along with this SIP.
 - C. The Developer and City will enter into a Developer's Agreement for this project.
 - D. The Developer will pay a Park Improvement Fee and Fee in Lieu of Dedication based on the fee schedule current at the time the Plat is recorded. Credit will be provided for street frontage as described in the PDD GIP.
 - E. Deed Restrictions identical to those for Renaissance on the Park Subdivision included herewith as Appendix C.
 - F. Preliminary development plans for Lot 48 are included herein as Appendix D and include 16 dwelling units in three buildings consisting of two buildings of four units each, and one building of eight units, but subject to the following:
 - i. The maximum impervious surface ratio is increased to a maximum 50% with a corresponding minimum open space ratio of 50%, conforming to the overall allowable impervious ratios for the entire subdivision. This change was required by minor adjustments to the site plan to allow construction of infiltration areas and other stormwater facilities in the southern part of Lot 48. The westerly building location was adjusted northward to allow more space for infiltration. The move resulted in a slightly larger paved area. Other increases in the impervious area are necessary for internal pedestrian walkways to serve the buildings. The increased impervious area is more than offset by the opportunity to provide additional stormwater management facilities.
 - ii. 24 garage (understructure) parking spaces and 16 outdoor parking stalls.
 - iii. Front Elevation is two stories in height and the buildings have pitched roofs as shown in the exhibits in Appendix D. Conceptual landscaping is shown on the preliminary plans.
 - iv. The building plans and footprints are identical to those submitted for the PDD GIP.
3. Noted.

4. A review of Chapter 15 of the City Ordinances, "Land Division Ordinance", indicates that following waivers from those requirements:

15.02(4) Dedication and Reservation of Land

It is intended that the Developer will pay a fee in lieu of dedication of additional parklands.

15.04 Preliminary Plat

15.04((5) Covenants. Covenants and Restrictions will be substantially the same as Renaissance on the Park Subdivision.

15.08 Design Standards

15.08(2) Street Names and Building Numbers (F) Lane -- A street, one block long, not ending in a cul-de-sac. Equity Lane is longer than one block, however, the name was approved for Renaissance on the Park and would be difficult to change at this time.

15.08(4) Street Design Standards (A) Street Right-of-Way width of 50 feet was approved under the terms of Zoning Ordinance Number 2004-O-46 for Renaissance on the Park. The streets in the addition will be designed accordingly.

15.08(4)(D)(1) Radii of Curvature.

Paragraph (D) states that a "continuous" street must be designed with a minimum 150-foot radius. The curve in Equity Lane just south of Pawnee Pass has a centerline radius of 125 feet in order to allow the fifteen-foot tangent required by Paragraph 15.08(5) G. Pawnee Pass could not be moved north without significantly affect the lots fronting it to the north. Equity Lane could not be moved westward as it would significantly affect the lots to the west of it.

15.08(5)(F) Whenever practicable, the distance between local street intersections shall be no less than 250 feet measured from centerline to centerline. Due to the depth of the smaller lots in Renaissance on the Park and the First Addition to Renaissance on the Park, several street intersections are closer than 250 feet but none are so close as to create an unsafe condition.

15.08(6) Blocks

15.08(6)(B) The blocks created by Pawnee Pass and Unity Lane are less than 600 feet in length due to the overall size of the parcel being divided.

15.08(7) Lots

15.08(7)(E) The following lots do not have 50 foot frontage on a public street:

Lot 40, 44.09 feet frontage, setback distance 20 feet, width at setback 50 feet. The lot is located on a curved street.

Lot 41, 47.23 feet frontage, setback distance 20 feet, width at setback 50 feet. The lot is located on a curved street.

15.08(8) Building Setback Lines. The setback lines are identical to those in Renaissance on the Park.

Front Setback along Red Arrow Trail	25 feet
Front Setback along Crescent Road	25 feet
Front Setback along all new streets	20 feet
Side yard setback all lots	5 feet
Rear yard setback all lots	15 feet

6-26-12
Side Street
15'

15.08(9) Utility and Drainage Easements

Sidewalks will be constructed at the locations shown in easement along the front lines of the lots in a manner identical to that used in Renaissance on the Park. Sidewalks will only be constructed on one side of the street in the locations shown.

15.09 Required Improvements

15.09(1) Streets. Pavement widths, curb and gutter and walk dimensions are planned to allow construction of asphalt pavement to a width of 31 feet face to face of curb. Concrete Curb and Gutter is to be 24" wide. Sidewalks are to be 5 foot wide located as shown on the Preliminary Plat.

15.09(8) Sidewalks. Sidewalks are to be constructed in the locations shown on the Preliminary Plat. Sidewalk construction on both sides of the street is not proposed, but a continuation of the scheme utilized in Renaissance on the Park is planned. Sidewalks will be constructed within the right-of-way of Red Arrow Trail and Crescent Road in front of the proposed lots.

15.09(9) Street Frontage for Dedicated Parkland. The Developer is providing improved street frontage for reserved parkland in the amount of 538.42 feet for the development of Renaissance on the Park. The requirement is 186 feet. No additional Street Frontage for Dedicated Parkland shall result from the development of the Addition to Renaissance on the Park.

15.10.1 Required Improvements Procedure

15.10(7) Street Construction. The requirements of this section will be met as described previously for the proposed street construction standards.

It is possible that other waivers may be required as plans for the development evolve. In that case, they will be included in the Specific Implementation Plan.

5. Noted
6. Noted
7. Noted
8. Noted
9. Noted

DEVELOPMENT PLANS

The details for construction of site improvements, sewer and water mains, pavement, curb and gutter, sidewalks, etc. are included in the Site Development Plans as submitted to the City under separate cover. Those plans are currently under review.

The details for the construction of the homes within the subdivision will be submitted at the time building permits are requested. In general, there will be at least three different model homes with several different exterior design treatments for each home. The homes will consist of a ranch, two-story and tri-level designs. Garage locations, etc., will conform to the requirements set forth in the GIP and Joint Agreement.

The development of Renaissance on the Park included construction of a stormwater management facility in a public easement in Lot 13 Belmar that was designed to accommodate the development of Renaissance on the Park Addition No. 1. Plans for additional stormwater facilities and a stormwater management report have been prepared and submitted to the City under separate cover. The Management Plan conforms to all requirements of City ordinances.

DEVELOPMENT SCHEDULE

All of the improvements for the development will be installed by private contractors subject to City approval and City Inspection.

The development will be constructed in three phases:

Phase I --Lots 58 through 68.

Construction will include sewer and water laterals in Red Arrow Trail and sidewalk along the frontage and construction of Pawnee Pass to Renaissance Drive. Also included will be the section of Renaissance Drive north of Pawnee Pass. Minimal lot grading will be required. Erosion control will be installed as will public utilities along the rear lot line. Building permits will be requested as soon as the City accepts public improvements. It is planned that this work will be completed by July 15, 2006.

Phase II – Lots 33 through 39, 54 through 57, 49, and 63 through 67.

Construction will include site grading of the entire site, installation of the stormwater management and erosion control facilities for the entire site and paving and utilities in Pawnee Pass, Equity Lane and Renaissance Drive. Phase II construction will occur during the spring and summer of 2006.

Phase III – Lots 39 through 53.

Construction will include installation of utilities, walks and paving in the remaining streets. Construction may begin in summer of 2006 or later depending on the demand for homes.

It is anticipated that the project build-out will extend over a period of two to three years.

PROOF OF FINANCING CAPABILITIES

A letter of reference from a financial institution is being submitted under separate cover.

APPENDIX A
ORDINANCE 2005-O-19

**Zoning Ordinance Number 2005-O-19
Approving Planned Development District
General Implementation Plan (PDD-GIP)
Zoning for Lot 13 Belmar and
Outlot 3 Renaissance on the Park**

Legal Description: Lot 13 Belmar
Outlot 3 Renaissance on the Park

Return to:
Fitchburg City Clerk
5520 Lacy Road
Fitchburg, WI 53711

PIN: 225 0609 052 7013 9
225 0609 052 0925 2

Plan Commission
Initiated by

T. Hovel
Drafted by

May 27, 2005
Date

ORDINANCE NO. 2005-O-19
APPROVING PLANNED DEVELOPMENT DISTRICT
GENERAL IMPLEMENTATION PLAN ZONING
FOR LOT 13 BELMAR and OUTLOT 3 RENAISSANCE ON THE PARK

WHEREAS, pursuant to Fitchburg Ordinance No. 87-0-06, section 3 Zoning District Maps were adopted within the corporate limits of the City of Fitchburg until expressly altered by the City Council, and

WHEREAS, Unity for Community II, LLC has submitted application, RZ-1424-05 to rezone lot 13 Belmar from Residential Low-Medium Density (R-LM) to Planned Development District General Implementation Plan (PDD-GIP) to allow a 38 single family dwelling units, and 16 multi-family (condominium) units, and

WHEREAS, the Plan Commission held a public hearing and considered the request on June 7, 2005, and

WHEREAS, the Plan Commission has reviewed the application according to the standards outlined in the ordinance, and has determined the request, in conjunction with the proposed conditions, meets said criteria, and

WHEREAS, the Plan Commission has recommended approval, with conditions, of rezoning request RZ-1424-05 to rezone lot 13 Belmar, from R-LM to PDD-GIP, and amend existing GIP for outlot 3 Renaissance on the Park

NOW THEREFORE the City Council of the City of Fitchburg, Dane County, Wisconsin does ordain as follows:

1. That Planned Development District General Implementation Plan (PDD-GIP) Zoning for Lot 13 Belmar, and Outlot 3 Renaissance on the Park is hereby granted subject to the following:
2. The PDD-GIP zoning shall be subject to the following conditions:
 - A. Approval is based on *General Implementation Plan for lot 13 Belmar Planned Development District* prepared by Lew Averill with a revised date of May 20, 2005, and a draft preliminary plat (submitted under file number PP-1423-05). No other permit or approval is waived or deemed satisfied except for the approval herein provided.
 - B. Approval and recording of a subdivision plat to divide lot 13 into the appropriate lots. No building permits may be issued for any lot until all appropriate phased public improvements have been accepted by the City.

C. A development agreement with the City of Fitchburg for the installation of public improvements by the developer, and to include payment of applicable fees, shall be entered into before execution of a final plat.

D. Based on the submitted plan for 38 single family and 16 multi-family units, the park fees to be paid prior to signing the final plat are:

i. Park improvement fee of \$17,622.

ii. Fee in lieu of dedication of \$118,800.

iii. Credit will be provided to this plat for excess street frontage for outlot 2 of Renaissance on the Park, which is sufficient to provide the required street frontage for a development of 38 single family and 16 multi-family units in this plat. If Outlot 2 Renaissance on the Park Plat is not dedicated to the City, or reverts back to Unity for Community LLC, then the fee in lieu of street frontage shall be provided in the amount of \$13,172.04.

These fees are in 2005 dollars, and if any fee is paid in any other year, the fee shall be adjusted in accord with the approved City fee schedule in effect for the year in which it is paid.

E. The applicant shall provide deed restrictions, to be approved with the Specific Implementation Plan, with such restrictions to effect the following requirements for the residential single family dwelling unit occupancy use hereby approved for the PDD-GIP zoning:

i. House/garage placement: At least 25% of the proposed houses shall provide that the attached garage be setback at least four (4) feet from the front face of the house. At least 75% of the houses shall provide that the attached garage be setback at least two (2) feet from the front face of the house. A maximum of 25% of the proposed houses may provide that the attached garage extends in front of the face of the house a maximum of four (4) feet. Applicant shall provide, with the Specific Implementation Plan, a layout indicating how this requirement will be met.

ii. No detached garages shall be allowed and any accessory storage structure shall not be greater than 100 gross square feet in size, and such accessory storage building shall be setback at least 20' behind the front face of the house, and four feet from either side or rear property lines, or in the case of a corner lot, at least 20 feet from the side street.

iii. Any decks or patios, or other accessory structure or play equipment shall be at least five (5) feet from a side property line, 20 feet from a side street property line, ten (10) feet from a rear property line, and shall be setback behind the front face of the house.

iv. The deed restrictions shall provide for a maximum 50% impervious surface ratio (ISR) for each lot. The ISR limit shall be complied with for each lot within either single family development proposal. A storm water study, as required by the City Engineer, shall be submitted with the preliminary plat and be approved by the City Engineer prior to approval of the final plat with this study to set the ISR, provided it does not exceed 50%. The determined level shall also be noted on the plat. Likewise, each lot shall provide that a 50% open space ratio be complied with, or a greater amount depending upon the conclusion of the storm water study as related to impervious surface areas; this level shall also be noted on the final plat.

v. Applicant shall provide that a restriction that all garage doors shall meet the front setback, or be at least 20 feet from the edge of any public sidewalk easement, whichever is greater. This is to be in place regardless of design of the house. The garage door setback of 20 feet from the sidewalk easement line should provide sufficient area for a standard personal sized vehicle to park in the driveway without blocking the sidewalk.

vi. Site plans to indicate all easements and their purposes on the site plan submitted to the City for approval.

vii. Unless otherwise noted above, all other aspects of section 22.22(4) of the zoning code shall control any other accessory uses on the single family lots.

viii. The approval allows limited vocational activities as identified in Section 22.22(2) of the zoning code

F. The multi-family housing lot, identified as lot 48 on the preliminary plat, is hereby approved for a maximum of 16 dwelling units in three buildings consisting of two buildings of four units each, and one building of eight units, but subject to the following:

i. 47% maximum impervious surface ratio, and a corresponding open space ratio of 53%.

ii. 24 garage (understructure) parking spaces, and a maximum of 16 outdoor parking stalls, the city may require less stalls at the time of the SIP, but there shall be at least two stalls per unit.

iii. Front elevation shall be no more than two stories in height, and buildings shall have a pitched roof. Crescent Road elevations shall be significantly landscaped to reduce the effect of the three story level to Crescent Road.

iv. Approval is based on the building footprints and building plans identified in the revised GIP document (revised date of May 20, 2005.)

3. Approval of this ordinance does not waive or deem satisfied any other approvals or permits

otherwise required to be met under resolution R-85-04, or under any other local, state, or federal rule, regulation, ordinance, statute or law.

4. Waivers to land division ordinance requirements are hereby approved for:

15.02(4) Dedication and Reservation of Land

The Developer will pay a fee in lieu of dedication for park land requirements.

15.04 Preliminary Plat

15.04((5) Covenants. Covenants and Restrictions will be substantially the same as Renaissance on the Park Subdivision.

15.08 Design Standards

15.08(2) Street Names and Building Numbers (F) Lane – A street, one block long, not ending in a cul-de-sac. Equity Lane is longer than one block, however, the name was approved for Renaissance on the Park and would be difficult to change at this time.

15.08(4) Street Design Standards (A) Street Right-of-Way width of 50 feet was approved under the terms of Zoning Ordinance Number 2004-O-46 for Renaissance on the Park. The streets in the addition will be designed accordingly.

15.08(4)(D)(1) Radii of Curvature.

Paragraph (D) states that a “continuous” street must be designed with a minimum 150-foot radius. The curve in Equity Lane just south of Pawnee Pass has a centerline radius of 125 feet in order to allow the fifteen-foot tangent required by Paragraph 15.08(5)G. Pawnee Pass could not be moved north without significantly affect the lots fronting it to the north. Equity Lane could not be moved westward as it would significantly affect the lots to the west of it.

15.08(5)(F) Whenever practicable, the distance between local street intersections shall be no less than 250 feet measured from centerline to centerline. Due to the depth of the smaller lots in Renaissance on the Park and the First Addition to Renaissance on the Park, several street intersections are closer than 250 feet but none are so close as to create an unsafe condition.

15.08(6) Blocks

15.08(6)(B) The blocks created by Pawnee Pass and Unity Lane are less than 600 feet in length due to the overall size of the parcel being divided.

15.08(7) Lots

15.08(7)(E) The following lots do not have 50 foot frontage on a public street.

Lot 40, 44.09 feet frontage, setback distance 20 feet, width at setback 50 feet. The lot is located on a curved street.

Lot 41, 47.23 feet frontage, setback distance 20 feet, width at setback 50 feet. The lot is located on a curved street.

15.08(8) Building Setback Lines. The setback lines are identical to those in Renaissance on the Park.

Front Setback along Red Arrow Trail	25 feet
Front Setback along Crescent Road	25 feet
Front Setback along all new streets	20 feet
Side yard setback all lots	5 feet
Rear yard setback all lots	15 feet

15.08(9) Utility and Drainage Easements

Sidewalks will be constructed at the locations shown in easement along the front lines of the lots in a manner identical to that used in Renaissance on the Park. Sidewalks will only be constructed on one side of the street in the locations shown.

15.09 Required Improvements

15.09(1) Streets. Pavement widths, curb and gutter and walk dimensions are planned to allow construction of asphalt pavement to a width of 31 feet face to face of curb.

Concrete Curb and Gutter is to be 24" wide. Sidewalks are to be 5 foot wide located as shown on the Preliminary Plat.

15.09(8) Sidewalks. Sidewalks are to be constructed in the locations shown on the Preliminary Plat. Sidewalk construction on both sides of the street is not proposed, but a continuation of the scheme utilized in Renaissance on the Park is planned. Sidewalks will be constructed within the right-of-way of Red Arrow Trail and Crescent Road in front of the proposed lots.

The applicant notes that it is possible that other waivers may be required as plans for the development evolve. In that case, they will be included in the Specific Implementation Plan.

The waivers are provided due to the unique and distinct circumstances presented by lot 12 Belmar, which include but are not limited to: the time of platting and the related land use conditions of meeting the public goals of reduced density, provision of single family homes; traffic reduction brought about by reduced density; useable public space near a challenged neighborhood; and the time frame it has taken this parcel to develop. Provision of single family housing in this area, to meet these goals, has been noted in the 1995 Development/ Redevelopment Plan, the 1999 BUILD Study, which were reinforced by the rezoning to R-LM, and the land use plan amendment approved by R-05-04 for lots 12 and 13 Belmar. The conditions presented in this situation are unlikely to be present to this degree in any other situation within the City; therefore the use of similar waivers is not expected to occur as there is not considered to be a practical situation providing similar circumstances.

5. Nothing herein contained shall be deemed as approval of any item not specifically approved herein. In particular the applicant shall obtain public works approval over all infrastructure layout, plans and documents. If a waiver is not specifically provided for herein, it is not granted

simply because a plan layout or preliminary plat may indicate such need.

6. The provisions of this ordinance shall be deemed severable, and it is expressly declared that the City Council would have passed the other provisions of this ordinance, irrespective of whether or not one or more provisions may be declared invalid. If any provision of this ordinance, or the application thereof, to any person or circumstances is held invalid, the remainder of the ordinance and the application of such provisions to others persons or circumstances shall not be affected thereby.
7. Applicant shall pay publication costs in lieu of two meeting process which would otherwise be necessary if adopted by an enabling ordinance.
8. This approval shall be null and void if Unity for Community II, LLC has not closed on the purchase of lot 13 Belmar on or before December 30, 2005.
9. This ordinance shall take effect following its publication, or the consent of the property owner, whichever occurs last. However, in accord with section 22.92 of the zoning code, owners shall consent within 30 days of approval for this PDD-GIP amendment and PDD-SIP zoning to take effect.

The above and foregoing ordinance was duly adopted by the City Council of the City of Fitchburg, at a regular meeting held on the 14 day of June, 2005.

Ruth M Becker
Ruth Becker, City Clerk

Approved: 6/15/05

Thomas Clauder
Thomas Clauder, Mayor

STATE OF WISCONSIN)ss.
COUNTY OF DANE

Personally came before me this 15 day of June, 2005, the above named Ruth Becker, and Thomas Clauder to me known to be the City Clerk and Mayor (respectively) of the City of Fitchburg, and the persons who executed the foregoing instrument and acknowledged the same.

Laura O'Malley

Notary Public, State of Wisconsin

My Commission Expires: May 21, 2006

Approval of Property Owner:

Clifford B. Kolberg
by:

Date: 6/24/2005

President of Kolberg Builders, Inc

Personally came before me this 24 day of June, 2005, the
above named Clifford B. Kolberg, to me known to be the President of Kolberg Builders, Inc
and the person who executed the foregoing instrument and acknowledged the same.

William Francis Norton

Notary Public, State of Wisconsin

My Commission Expires: is permanent

Approval of Option Holder:

Thomas Ellefson

Thomas Ellefson

Unity for Community II, LLC

Date: 6/24/2005

Personally came before me this 24 day of June, 2004, the above named Thomas

Ellefson to me known to be the Member of Unity for Community II, LLC and
the person who executed the foregoing instrument and acknowledged the same.

William Francis Norton

Notary Public, State of Wisconsin

My Commission Expires: is permanent

APPENDIX B
PRELIMINARY PLAT

PRELIMINARY PLAT FIRST ADDITION TO RENAISSANCE ON THE PARK

OUTLOT 3, RENAISSANCE ON THE PARK AND LOT 13, BELMAR, BEING A PART OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 5, T. 6 N., R. 9 E., CITY OF FITCHBURG, DANE COUNTY, WISCONSIN.

NORTHWEST CORNER
SECTION 5, T. 6 N., R. 9 E.,
CONCRETE MONUMENT
WITH BRASS CAP.
DANE COUNTY COORDINATES:
467,206.67
795,718.38

NORTH 1/4 CORNER
SECTION 5, T. 6 N., R. 9 E.,
CONCRETE MONUMENT
WITH BRASS CAP.
DANE COUNTY COORDINATES:
467,182.78
802,564.52

NOTES

1. HORIZONTAL LOCATION FOR THIS SURVEY AND MAP IS BASED ON DANE COUNTY COORDINATE SYSTEM.
2. ELEVATIONS FOR THIS SURVEY AND MAP ARE BASED ON CITY OF MADISON DATUM. THE CONVERSION FROM THE CITY OF MADISON DATUM TO THE NATIONAL GEODETIC DATUM OF 1929 (NGVD 29) IS +845.60.
3. CITY OF MADISON BENCHMARK IS A FIRE HYDRANT AT THURSTON LANE AND RED ARROW TRAIL (SE CORNER) = 176.38
4. CONTOUR INTERVAL IS ONE (1) FOOT.
5. TOPOGRAPHIC AND UTILITY SURVEY PERFORMED BY JENKINS SURVEY & DESIGN, INC. THE WEEK OF MARCH 21-25, 2005.
6. SUBSURFACE UTILITIES AND FEATURES SHOWN ON THIS MAP HAVE BEEN APPROXIMATED BY LOCATING SURFICIAL FEATURES AND APPURTENANCES, LOCATING DIGGERS HOTLINE FIELD MARKINGS AND BY REFERENCE TO UTILITY RECORDS AND MAPS.
7. BEFORE EXCAVATION, APPROPRIATE UTILITY COMPANIES SHOULD BE CONTACTED, FOR EXACT LOCATION OF UNDERGROUND UTILITIES, CONTACT DIGGERS HOTLINE, AT 1.800.242.6511.
8. THE ACCURACY OF THE CONTROL POINTS AND BENCHMARKS SHOWN ON THIS MAP SHALL BE VERIFIED BEFORE BEING UTILIZED. JENKINS SURVEY AND DESIGN DOES NOT WARRANT THE ACCURACY OF THESE CONTROL POINTS AND BENCHMARKS.
9. R-HA = HIGH DENSITY HOUSING
10. R-LM = LOW TO MEDIUM DENSITY SINGLE FAMILY

SURVEYORS CERTIFICATE

I, DAVE M. JENKINS, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF WISCONSIN, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATE STATUTES, AND THE LAND DIVISION AND SUBDIVISION CODE OF THE CITY OF FITCHBURG, UNDER THE DIRECTION OF THE ELLSFORD COMPANIES, OWNERS OF THE LAND HEREON DESCRIBED, I HAVE SURVEYED, DIVIDED AND MAPPED THE PLAT OF FIRST ADDITION TO RENAISSANCE ON THE PARK IN THE CITY OF FITCHBURG, DANE COUNTY, WISCONSIN, AND THAT SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES AND THE SUBDIVISION OF LANDS SURVEYED, AND THAT SUCH LANDS ARE ALL OF OUTLOT 3, RENAISSANCE ON THE PARK AND LOT 13, BELMAR, BEING A PART OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 5, T. 6 N., R. 9 E., CITY OF FITCHBURG, DANE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 5, AFORESAID; THENCE SOUTH 89°28'29" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 5, 1741.87 FEET; THENCE SOUTH 01°56'05" WEST, 1871.30 FEET TO THE NORTHWEST CORNER OF SAID LOT 13, ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 89°05'24" EAST, ALONG THE NORTH LINE OF SAID LOT 13, 45.53 FEET; THENCE NORTH 77°09'36" EAST, ALONG THE NORTH LINE OF SAID LOT 13, 45.53 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT 20.01 FEET, HAVING A RADIUS OF 485.00 FEET, THE CHORD BEARING NORTH 10°37'53" WEST, 20.01 FEET TO THE NORTHWESTERLY CORNER OF OUTLOT 3, RENAISSANCE ON THE PARK; THENCE NORTH 77°09'36" EAST, ALONG THE NORTH LINE OF SAID OUTLOT 3, 175.53 FEET TO THE CURVING WESTERLY RIGHT-OF-WAY LINE OF RED ARROW TRAIL; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT, 79.83 FEET, HAVING A RADIUS OF 568.29 FEET, THE CHORD BEARING SOUTH 14°49'28" EAST, 79.76 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 18°50'13" EAST, 278.22 FEET TO A POINT OF A NON-TANGENCY CURVE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT, 43.66 FEET, HAVING A RADIUS OF 142.49 FEET, THE CHORD BEARING SOUTH 27°29'15" EAST, 43.49 FEET TO A POINT OF REVERSE NON-TANGENCY CURVE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT 23.26 FEET, HAVING A RADIUS OF 14.67 FEET, THE CHORD BEARING SOUTH 08°58'52" WEST, 23.26 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 53°35'27" WEST, 44.55 FEET TO A POINT OF A NON-TANGENCY CURVE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT 174.10 FEET, HAVING A RADIUS OF 570.00 FEET, THE CHORD BEARING SOUTH 62°24'31" WEST, 173.42 FEET; THENCE SOUTH 71°09'51" WEST, 346.95 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT 99.87 FEET, HAVING A RADIUS OF 570.00 FEET, THE CHORD BEARING SOUTH 76°11'01" WEST, 99.74 FEET; THENCE SOUTH 81°12'11" WEST, 145.62 FEET TO THE WEST LINE OF SAID LOT 13; THENCE NORTH 01°56'05" EAST, ALONG SAID WEST LINE, 609.47 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 363,412 SQUARE FEET OR 8.3428 ACRES.

DAVE M. JENKINS, S-2255
REGISTERED LAND SURVEYOR

DATE

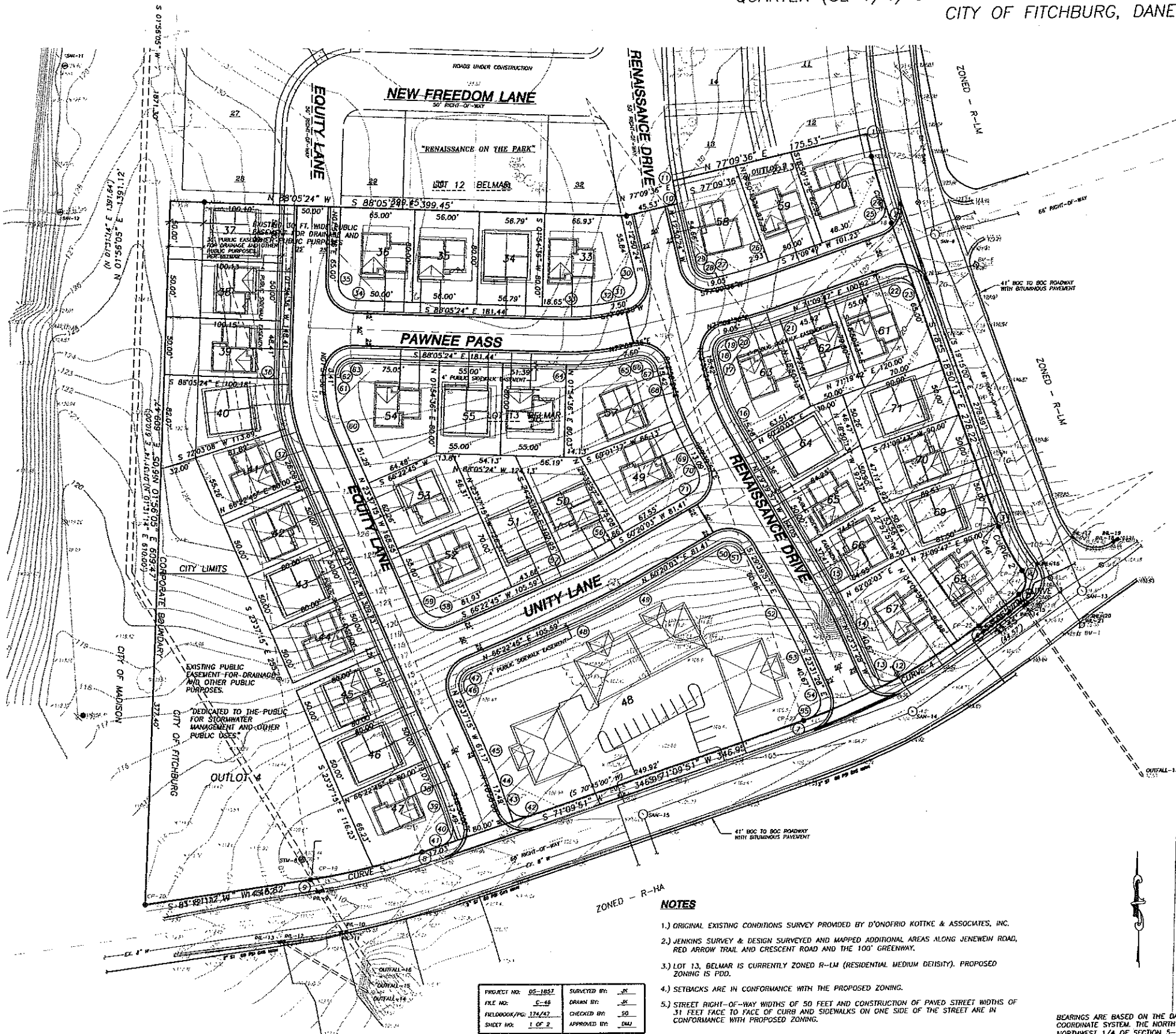
PREPARED FOR:
UNITY FOR COMMUNITY 11, LLC
C/O THE ELLSFORD COMPANIES
1018 GAMMON LANE
SUITE 100
MADISON, WISCONSIN 53719
608-274-1594

PREPARED BY:
JENKINS SURVEY & DESIGN, INC.
161 HORIZON DRIVE, SUITE 101
VERONA, WISCONSIN 53593
(608) 848-5060

MAY 10, 2005

PAGE 1 OF 2

JSD Engineers • Surveyors
Jenkins Survey & Design, Inc.



NOTES

- 1.) ORIGINAL EXISTING CONDITIONS SURVEY PROVIDED BY D'ONOFRIO KOTKE & ASSOCIATES, INC.
- 2.) JENKINS SURVEY & DESIGN SURVEYED AND MAPPED ADDITIONAL AREAS ALONG JENEWINE ROAD, RED ARROW TRAIL AND CRESCENT ROAD AND THE 100' GREENWAY.
- 3.) LOT 13, BELMAR IS CURRENTLY ZONED R-LM (RESIDENTIAL MEDIUM DENSITY). PROPOSED ZONING IS PDD.
- 4.) SETBACKS ARE IN CONFORMANCE WITH THE PROPOSED ZONING.
- 5.) STREET RIGHT-OF-WAY WIDTHS OF 50 FEET AND CONSTRUCTION OF PAVED STREET WIDTHS OF 31 FEET FACE TO FACE OF CURB AND SIDEWALKS ON ONE SIDE OF THE STREET ARE IN CONFORMANCE WITH PROPOSED ZONING.

BEARINGS ARE BASED ON THE DANE COUNTY COORDINATE SYSTEM. THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 5-6-9 BEARS SOUTH 89°28'29" EAST, 2646.36'.

APPENDIX C

RESTRICTIONS AND COVENANTS

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF THE PLAT OF RENAISSANCE ON THE PARK ADDITION NO. 1,
IN THE CITY OF FITCHBURG,
DANE COUNTY, WISCONSIN**

Declaration made this _____ day of _____, 2005, by Unity for Community II, L.L.C., ("Declarant").

Declarant is the owner of the following described land (the "Plat"):

Plat of Renaissance on the Park Addition No. 1, in the City of Fitchburg, Dane County, Wisconsin, including Lots Thirty Three (33) through Forty Seven (47) and Lots Forty Nine (49) through Seventy One (71) and Outlot Four (4). Lot Forty Eight (48) is not intended for development as a single family residential lot and is not included in these restrictions. Unity for Community II, L.L.C. reserves the right to expand the Plat by one or more contiguous additions. As used herein, the term "the Plat" refers to the Plat of Renaissance on the Park Addition No. 1 and any future additions thereto. It is the intention to impose these covenants, conditions, and restrictions on any future additions to the Plat of Renaissance on the Park Addition No. 1 as if the lots contained in such additions were part of the original plat.

It is intended that Covenants, Conditions and Restrictions for the Plat are identical to and in conformance with the Covenants, Conditions and Restrictions for the Renaissance on the Park Subdivision as recorded with the Dane County Register of Deeds.

The Plat of Renaissance on the Park Addition No. 1 is being developed as a planned development district, with the cooperation and supervision of the City of Fitchburg. Developer intends that the design and development of the area subject to this declaration shall be consistent with the highest standards of planning and development. Declarant intends by this declaration to impose upon the Plat mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of the single-family residential lots within the Plat. Declarant desires to provide a flexible and reasonable procedure for the overall development of the property and to establish a method for the administration, maintenance, preservation, use, and enjoyment of such property as is now or may hereafter be subject to this Declaration.

Declarant hereby imposes the following conditions, covenants and restrictions on the Plat. The property in the Plat shall be held, sold and conveyed subject to the following restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of the property in the Plat. This Declaration shall be binding on all parties having any right, title, or interest in the lands in the Plat, their heirs, successors, successors in title, and assigns, and shall inure to the benefit of each owner thereof and the City of Fitchburg.

GENERAL PROVISIONS

1. **Terms.** This Declaration is to run with the land and shall be binding on all parties and persons claiming under it. No alteration, modification or withdrawal of the Declaration will be allowed except upon the affirmative vote of more than 75% of the owners of the Lots affected hereby (collectively "Lot Owners"), with the owners of each Lot having one vote (i.e. one vote being attributed to each Lot). So long as Declarant owns any Lot in the Plat this Declaration may not be altered, modified or withdrawn without the approval of Declarant in writing. This Declaration may not be altered, modified or withdrawn without the prior approval, in writing, of the Plan Commission of the City of Fitchburg. In the event any City of Fitchburg ordinance which may be applicable to the Plat is more restrictive than this Declaration, the more restrictive ordinance or covenant shall govern the lots in the Plat.

II. Enforcement:

1. The Design Review Committee ("Committee") or any person claiming by, through, or under the Committee, or Lot Owner(s), shall have the right to proceed at law or equity to compel compliance with the terms thereof; to prevent the violation or breach of any of the terms of this Declaration; and/or to pursue monetary damages. The decision of the Committee shall be final as to the interpretations of the terms of this Declaration. The invalidation of any one or more of the terms of this Declaration by a Court of competent jurisdiction shall not affect any of the other terms, and they shall remain in full force and affect. Should a Lot Owner, after due notice, fail, neglect, or refuse to comply with this Declaration, and the Committee or other Lot Owners are required to seek judicial relief for the same, then the violating Lot Owner(s) shall be responsible for costs and expenses, including attorney's fees, incurred in the enforcement of this Declaration.
2. The City of Fitchburg has a separate and distinct right to enforce conformity to this Declaration including , but not limited to VI. 2, 9, 10, 11, 12, 13, and VII 2, 6, and 7. Refer to City of Fitchburg Zoning Ordinance, Section 22.22 for additional restrictions on accessory uses. In the case of conflict between the restrictions herein and the City of Fitchburg Ordinances, the more restrictive shall apply.
3. Failure of the Committee or any person to enforce any provisions of these restrictions shall in no event be deemed a waiver of the right to enforce thereafter.

4. Subject to approval by the City of Fitchburg Plan Commission, and for good cause shown, the Committee may waive any of the terms of this Declaration imposed if the Committee determines that the provision is unduly burdensome under the circumstances as it affects a particular lot and that such waiver will not adversely affect any other lot owners. The lot owner requesting the waiver shall be responsible for petitioning the City Plan Commission following approval by the Committee.

III. **Design Review:**

1. **Design Review Committee:** There is hereby created a Design Review Committee for the Plat. Initially, the Committee shall consist of not less than two (2) persons who shall be appointed by the Declarant. Declarant shall have the right to appoint the members of the Design Review Committee for the period ending six (6) months after Declarant no longer has an ownership interest in any lot in the plat. Thereafter, the Design Review Committee shall consist of three (3) persons, who shall be appointed by the Lot Owners. The members of the Design Review Committee may, but shall not necessarily be Lot Owners. Members of the Design Review Committee appointed by the Declarant may be removed, at any time, by Declarant, and shall serve until resignation or removal by Declarant. Members of the Design Review Committee appointed by the Lot Owners may be removed, at any time, by the Lot Owners, and shall serve for such term as may be designated by the Lot Owners or until resignation or removal by the Lot Owners. The names and addresses of the Members of the Committee shall be reported to the City Clerk of the City of Fitchburg. The City Clerk shall be notified promptly of any changes in the composition of the Committee and of the names and addresses of any new members.
- B. **Operation:** No structure shall be erected, placed, or externally altered on any lot until a site plan, landscape plan, and building construction plan (the "plans and specifications") have been approved in writing by the Committee. The Committee shall establish procedures for maintaining Design Review and monitoring of Deed Restrictions upon development of all lots within the plat. Action of the Committee shall be valid upon the affirmative concurrence of a majority of its members.
3. **Procedure:**
 1. All structure plans shall be in writing and shall include front elevation, rear elevation and floor plan drawings at a scale sufficient for the Committee to reasonably analyze the plans.

2. A site plan drawn to scale of not less than one (1) inch equals 20 feet shall be submitted to the Committee. A site plan shall show site lines, road frontages, set backs, easements, structure location, existing and proposed elevations, drainage plans, driveways, any other improvements, and the location of existing major trees.
3. To assist the Committee in its evaluation of the plans and specifications, the lot owner shall, if requested, provide any supplemental information requested by the Committee. The plans and specifications may be submitted in whole or separately for approval.
4. The Committee shall have thirty (30) days from the date of receipt of submittals, including supplemental materials requested, to approve, approve with conditions or disapprove the plans and specifications. In the event the Committee fails to approve, approve conditionally or disapprove of the plans and specifications within thirty (30) days, the plans and specifications shall be deemed approved.
5. All requests for approval, all document submittals and all communications with the Committee shall be in writing.
6. The Committee may determine to approve certain plans and specifications in advance, and in connection with such approval, the Committee shall indicate which of the specific requirements are deemed approved with respect to proposed structures or other improvements to be constructed in accordance with the pre-approved plans and specifications.
7. The Committee may enter any lot for the duration of any construction to inspect for compliance with approved plans and specifications, and give notice of non-compliance found. The Committee's access and inspection shall be limited to the exterior areas. Absence of inspection or absence of notice of non-compliance by the Committee does not constitute approval of work in progress or compliance with this Declaration nor compliance with approved plans and specifications.
8. Upon receipt of approval from the Committee, the lot owner shall satisfy all conditions thereof and commence the construction, reconstruction, refinishing, alterations, or other work pursuant to the approved drawings within one (1) year from the date of such approval. If not timely commenced, any approval given shall be deemed revoked.

9. The approval by the Committee of any plans and specifications for any work completed, proposed, or in connection with any other matter requiring such approval, shall not be deemed to constitute a waiver of or in any way to limit the right to withhold approval as to any similar drawing, specification or matters submitted for approval, nor shall such approval by the Committee relieve the lot owner from complying with the procedure for obtaining any necessary permits or approvals from the City of Fitchburg.
 10. Subject to the requirements and rights of the City of Fitchburg is set forth above, the Committee reserves the right to waive or vary any of the procedures or standards set forth herein at its discretion, for good cause shown.
 11. Failure to submit plans and specifications to the Committee, as provided for herein, or failure to abide by approved plans shall constitute grounds for suit to enjoin any construction or other improvements on the lot. The prevailing party in any such action brought to enforce this provision shall be entitled to recover reasonable attorney's fees from the other party, together with all other reasonable costs incurred.
4. **Basis For Approval:** Approval or disapproval of plans and specifications shall be based, among other things, on adequacy of site dimensions, conformity and harmony of external design with neighboring structures, effect of location and use of proposed improvements on neighboring sites, the nature of the improvements and types of operations and uses thereon, relation of topography, grade and finished ground elevation of the site being approved to that of neighboring sites, proper facing of main elevation(s) with respect to nearby streets and conformity of the plans and specifications to the design guidelines, purpose and general plan and intent of these restrictions. The Committee shall not arbitrarily or unreasonably withhold its approval of such plans.

IV. **Restricted Use:**

1. All outlots in the plat shall be owned by the Declarant until disposed for their intended purposes.
2. Lots 33 through 47 and Lots 49 through 71, collectively, shall be used for residential single-family purposes only. This restriction shall not prohibit use of any lot for open space in conjunction with use of an adjacent lot(s) for residential purposes. Agricultural uses are prohibited, other than home gardening.

V. **Minimum Sizes:** Residences constructed in the plat shall have a minimum square footage of finished living area (exclusive of porches, garages, decks, patios, and basement) as follows:

1. One story: 1000 square feet.
2. Two Story: 1200 square feet.
3. Bi-Level: 1000 square feet on the first floor.
4. Tri-Level: 1000 square feet above grade.

VI. **Design Guidelines:** The following guidelines are imposed:

1. No lot shall be further subdivided.
2. All single-family residences shall have an attached garage for a two-car capacity. Detached garages will not be permitted.
3. All roofs of structures constructed on a subject lot shall have a minimum 4-12 pitch.
4. No fence or wall of any type shall be constructed on any lot until after the height, type, design and approximate location of a fence or wall has been approved in writing by the Committee. The Committee may deny the installation of a fence.
5. Structure exteriors shall emphasize harmony with the natural environment and adjacent structures.
6. Low maintenance exteriors will be encouraged, i.e., brick, vinyl, stone or natural wood finish. Texture-111 (T-111) composition, pressboard, and aluminum siding is not permitted. Exterior design and materials for homes shall be as approved by the Design Review Committee.
7. No utility sheds or dog kennels will be permitted. Wood and metal play structures are allowed but shall be located in the rear yard and a minimum of five feet away from all adjacent lot lines.
8. Discharge of drainage from rooftops should be controlled through gutters and down spouts. The openings of the down spouts should be located at least five (5) feet from impervious surfaces to maximize natural infiltration of discharge and directed to pervious areas, such as lawns, rain gardens or other densely vegetated areas. Downspouts shall not be directed to impervious areas such as driveways or streets. Discharges from downspouts shall be dispersed in a manner that does not contribute to soil erosion.. Design of other impervious services (i.e., driveways, patios) should incorporate drainage to turf areas rather than direct drainage to the street system whenever possible.

9. Drainage along lot lines shall be maintained in accordance with the site-grading plan. Grades within five (5) feet of the lot line shall be maintained in accordance with the site-grading plan.
10. All structures erected in the plat shall be erected within the building envelope depicted for each lot on the plat.
11. Garage structures shall be constructed in a location on the lot whereby a minimum separation of 20 feet is maintained between the garage door and the sidewalk in front of the home. No detached garages shall be allowed.
12. House/garage placement: At least 25% of the proposed houses shall provide that the attached garage be setback at least four (4) feet from the front face of the house. At least 75% of the houses shall provide that the attached garage be setback at least two (2) feet from the front face of the house. A maximum of 25% of the proposed houses may provide that the attached garage extends in front of the face of the house a maximum of four (4) feet.
13. Lot coverage by impervious surfaces including roofs, patios, driveways, walks, etc. shall be limited to 50 per cent of the total lot area, except that public sidewalks in easements at the front of the lots shall not be included in the calculations for impervious areas.
14. All driveways and approaches shall be of concrete construction.
15. No component of the stormwater treatment system, including stormwater conveyances, detention basins, and infiltration areas may be disturbed, obstructed or encroached upon in any way.

VII. Landscaping:

1. Landscaping shall provide for adequate drainage of the lot.
2. Landscaping should harmonize throughout the plat, but especially with the adjoining lots if those lots have already been landscaped.
3. Yards adjacent to the street must be well maintained, especially if unconventional landscaping is used.
4. Fences, if permitted by the Committee, should be inconspicuous as seen from the street. Shrubbery is recommended for screening fences and front foundations and may be required for that purpose.

5. A minimum of five (5) landscape foundation plantings shall be incorporated into the landscape plan for each lot.
6. A minimum of one (1) shade tree in the front yard shall be incorporated into the landscape plan for each lot.
7. The owner of each lot is responsible for erosion control and shall maintain the lot in such a fashion so as to prevent erosion thereon and on adjacent lots.

VIII. General Restrictions:

1. All construction of structures and improvements, including lawn shall be completed within one year of commencement of any work.
2. No commercial signs or other advertising shall be displayed on any lot. (Customary "For Rent" or real estate "For Sale" signs of a modest size excepted.)
3. No refuse pile or unsightly objects shall be allowed to be placed or subject to remain on any lot. Any tanks (including fuel tanks) must be buried or screened sufficiently to conceal them from view of neighboring lots, roads or streets. Garbage cans, waste and waste receptacles must be concealed except when placed at the curb for collection.
4. No lot shall be used in whole or in part as a public or private thoroughway for vehicular traffic.
5. All motor vehicles, except those necessary for property maintenance shall be driven or parked only upon paved streets and driveways.
6. Commercial vehicles may be parked on paved streets or driveways only for a period of time not to exceed two (2) hours. Recreational vehicles and motorboats may be parked only on paved driveways and only for a period of time not to exceed three (3) days.
7. No structure shall be moved onto any of the lots subject hereto.
8. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

9. No animals shall be raised or kept on any lot, except domestic pets. Not more than two (2) dogs or cats over the age of four (4) months shall be housed on any lot. There shall be no outside housing or penning of domestic pets. Domestic pets let outside of the principal structure on a lot on a temporary basis must be leashed.
10. No temporary structure or building, trailer, basement, tent, shack, garage or other out building shall be used on any lot at any time as a residence, either temporarily or permanently.
11. Not more than two (2) licensed vehicles designed for travel on public highways shall be kept or stored on any lot, unless stored in an enclosed structure. The parking and outside storage of recreational vehicles, such as, boats of any kind, motor homes, snowmobiles, camper trailers, as well as cargo trailers, and trailers of any other type is prohibited on any lot for any continuous period of time in excess of three (3) days in any 30 day period. Permanent outside storage of such vehicles, as well as unlicensed or inoperative vehicles, toys, and other unsightly objects shall not be allowed. No motorbikes, motorcycles, snowmobiles, or other noisy vehicles shall be operated on any lot other than to bring them to an enclosed point of storage. No vehicle shall be parked for repairs on driveways or public roadways.
12. The parking and outside storage of commercial type vehicles such as school buses, trucks (excluding pickup trucks), semi trailers, construction equipment, as well as recreational vehicles including boats of any kind, motor homes, snowmobiles, camper trailers, cargo trailers, and trailers of any other type on any outlot is prohibited, except for temporary delivery purposes.
13. No lot shall be allowed to appear in an unclean or untidy condition nor shall any substance, junk, animals, machines or devices be kept on any lot that will emit foul or obnoxious odors or that will cause any noise that will or might disturb the peace, quiet, comfort or security of the occupants of surrounding property. In keeping with this concept exterior lighting shall not be directed in such a manner as to create a nuisance to neighbors.
14. All lot owners shall purchase and use the mailbox and support post designed, approved and authorized by the Design Review Committee. Mailbox post installation shall be at locations approved and designated by the Fitchburg Postmaster and the Committee. The lot owners shall maintain all mailbox structures in good repair and appearance.
15. Vegetable or flower garden areas are to be kept neat and orderly.

16. No wind powered electric generators, exterior television or radio receiving or transmission antennae or satellite signal receiving station or dish shall be placed or maintained upon any portion of a lot, except that one satellite dish not exceeding 24" in diameter may be installed but must be completely screened from the street fronting the lot.
 17. It is the obligation of the lot owner to maintain the lot in a neat and orderly condition during construction. The builder shall provide a dumpster or other container of adequate size for disposal and containment of all construction debris. During the construction period, each construction sight shall be kept free of unreasonable accumulation of trash and debris so as to prevent it from becoming a public eyesore.
 18. No fire wood or wood piles shall be kept outside of a structure unless it is neatly stacked, placed in a rear yard and screened from view from the street side by plantings or another device approved by the Committee.
- IX. **Severability:** Invalidation of anyone of these covenants or restrictions by court order or otherwise shall in no way affect any other provision which shall remain in full force and effect.
- X. **Duration:** This Declaration shall be effective for a period of twenty-five (25) years from the date it is executed. Thereafter, it shall be automatically renewed for successive five (5) year periods, unless a majority of the owners of the lots affected hereby and the City of Fitchburg affirmatively ascent to the termination of the restrictions.

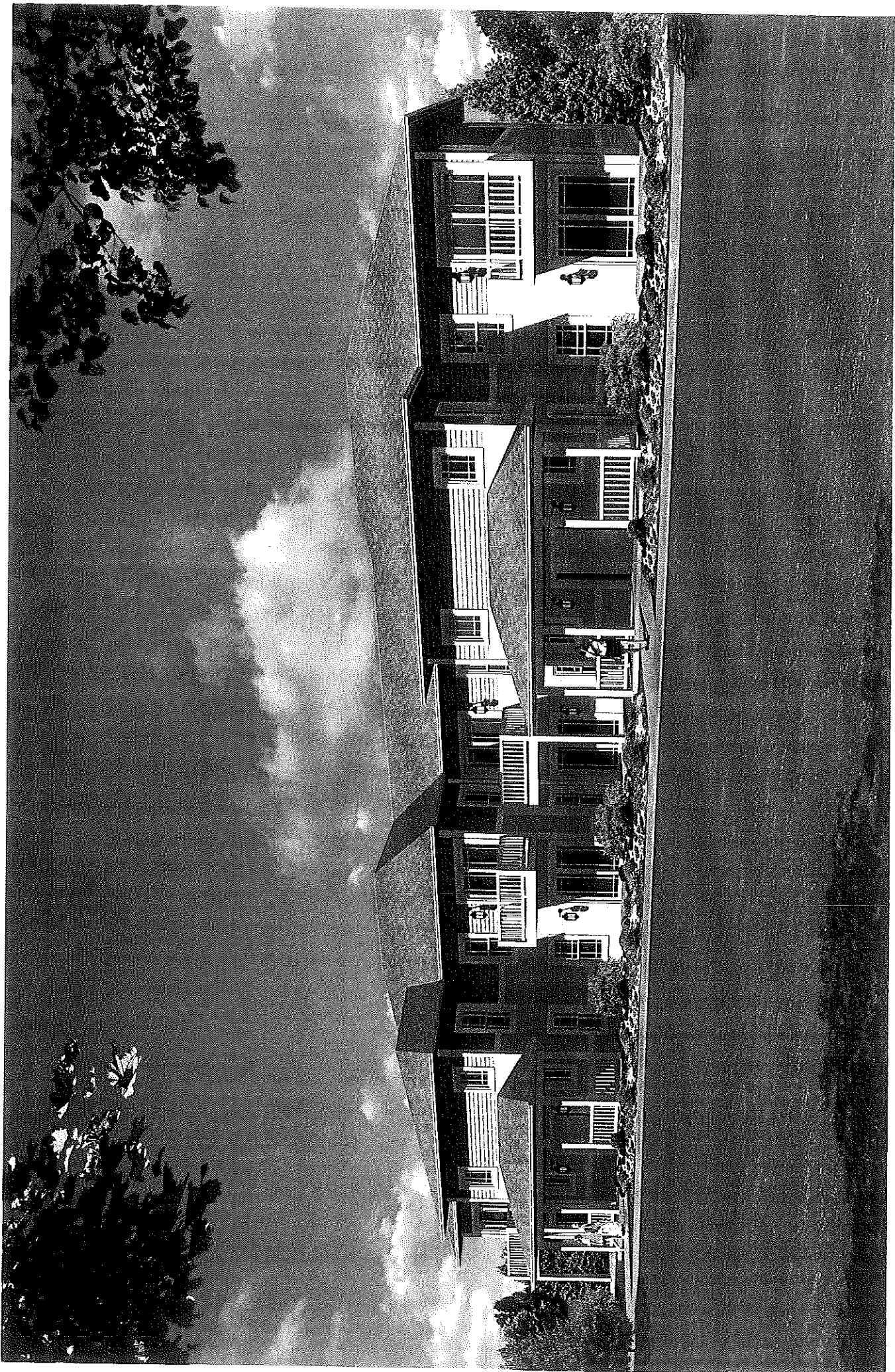
UNITY FOR COMMUNITY II, L.L.C., a Wisconsin Limited Liability Company

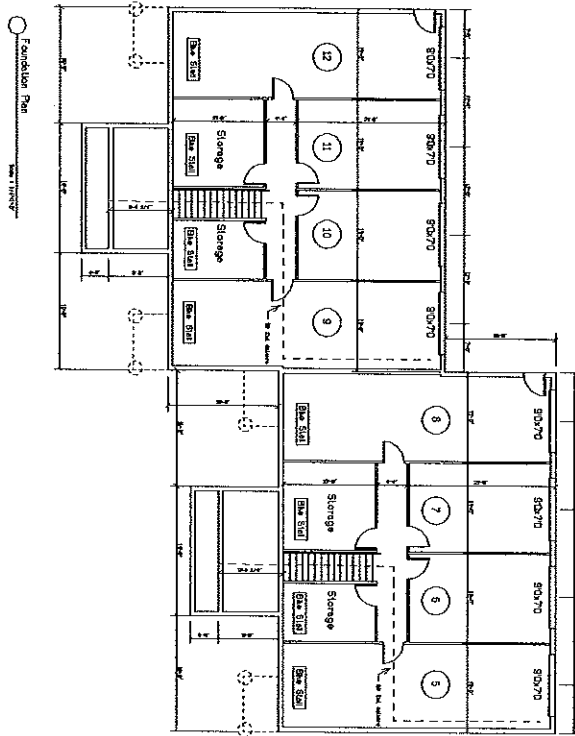
STATE OF WISCONSIN)) ss.
COUNTY OF DANE)

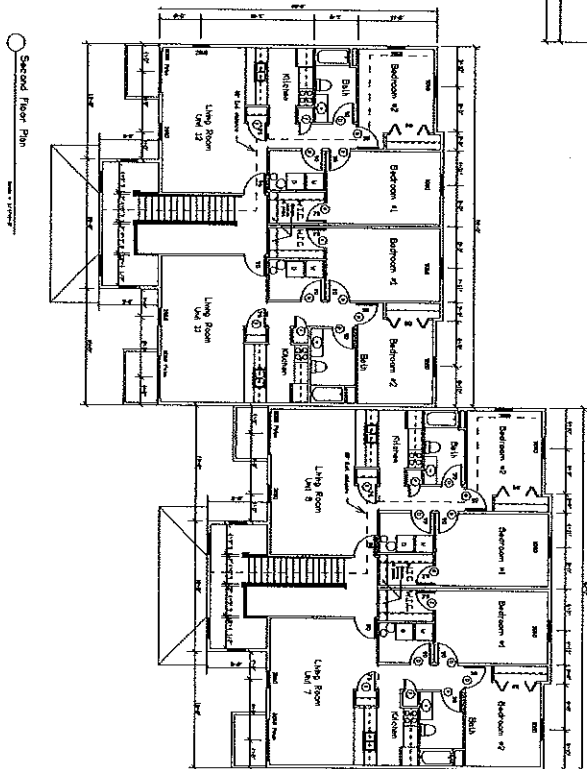
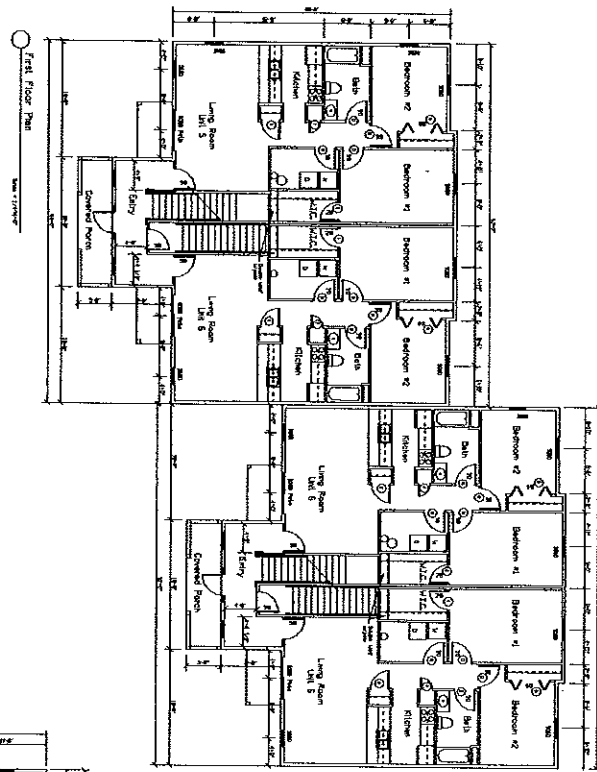
Notary Public
Dane County, Wisconsin
My commission _____

11

APPENDIX D
PRELIMINARY LOT 48 DEVELOPMENT PLANS







1

DATE: 01-12-05
SCALE: AS SHOWN
20th FEB 05

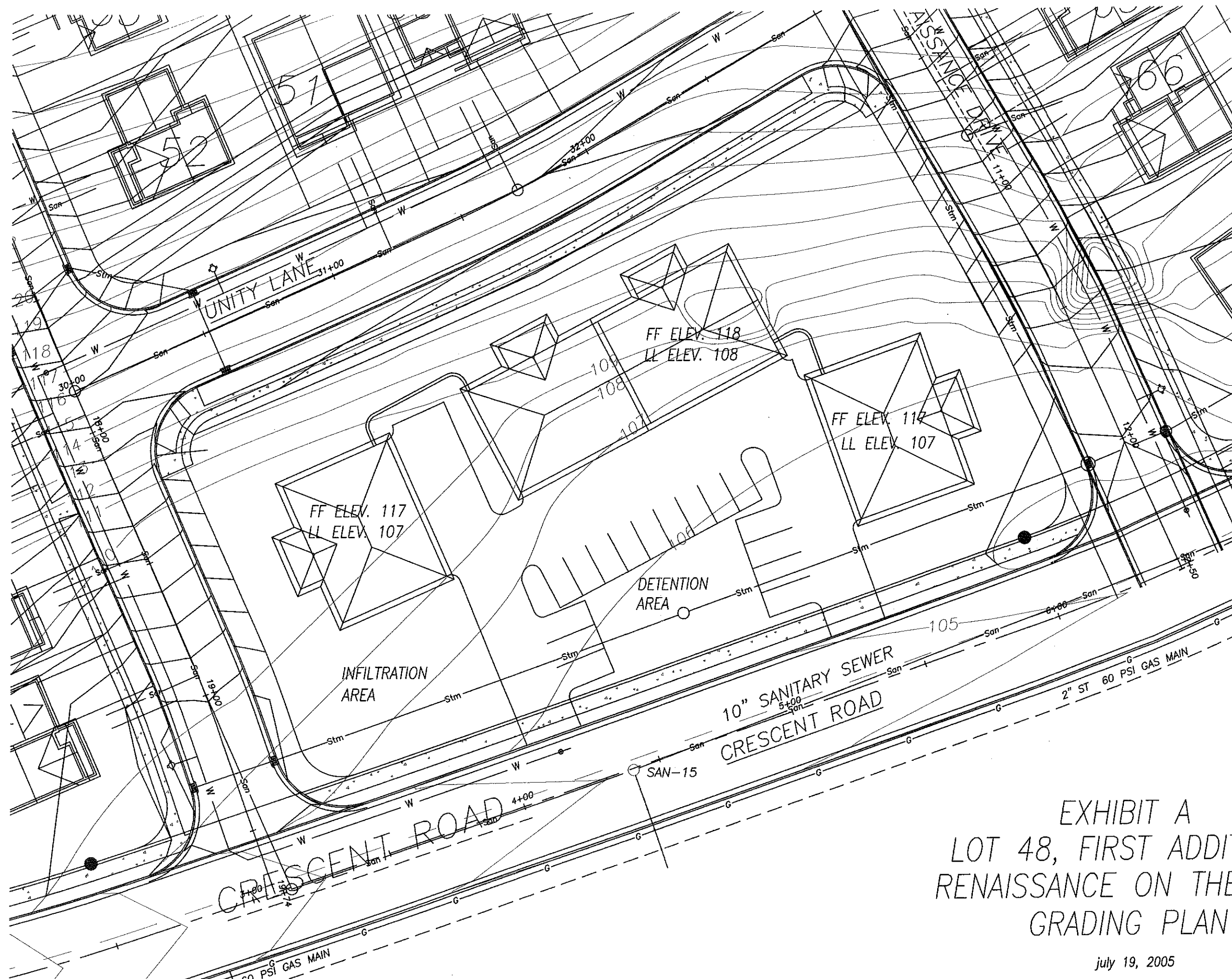
Project: 8 Unit
Address: Madison, WI
Sheet Title: Floor Plans

Prepared for: Ellefson Construction Company
Address: 1018 Cassman Lane, Suite 100
Madison, WI 53719
608-774-1494

Concepts
In
Architecture, LLC

Jeffrey Groenier, Architect
830 S. Main Street
Ocegon, WI 53575
608-835-3196

This document contains confidential or proprietary information or drawings for the project. It is to be used only for the project for which it was prepared and is not to be used for any other purpose without the written consent of the architect.



NORTH
1" = 30'

EXHIBIT A
LOT 48, FIRST ADDITION TO
RENAISSANCE ON THE PARK
GRADING PLAN

july 19, 2005

**Lewis A. Averill, PE
1037 Davies Road
Spring Green, WI 53588
(608) 588-7842
(608) 574-2247 Cell Phone**

November 14, 2006

Tom Hovel
City of Fitchburg
5520 Lacy Road
Fitchburg, WI 53711

Re: First Addition to Renaissance on the Park Addition
Tables

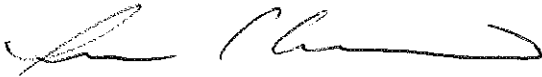
Dear Tom;

Enclosed are copies of the Garage Conformance and Impervious Surface tables for the above project for your review and use.

Based on the tables, I believe the plan complies with all requirements of the SIP for the site.

If you have questions, please call.

Regards,

A handwritten signature in black ink, appearing to read 'Lewis A. Averill', written in a cursive style.

Lewis A. Averill, P.E.

Enclosures

Cc: Tom Ellefson

RENAISSANCE ON THE PARK ADDN. 1 SUBDIVISION **IMPERVIOUS SURFACE TABLE**

Lot No.	House Style	Lot Area	Roof Area	Drive Area	Total Impervious Surface	11/14/2006	
						Impervious Surface Ratio	Available Impervious Surface
33	Two Story	5,858	1,406	431	1,837	31%	1,092
34	Ranch	4,543	1,705	408	2,113	47%	159
35	Trilevel	4,480	1,456	340	1,796	40%	444
36	Two Story	5,151	1,406	442	1,848	36%	728
37	Ranch	5,005	1,705	357	2,062	41%	441
38	Trilevel	5,007	1,456	340	1,796	36%	708
39	Two Story	5,509	1,406	391	1,797	33%	958
40	Ranch	7,729	1,705	397	2,102	27%	1,763
41	Two Story	4,002	1,406	396	1,802	45%	199
42	Trilevel	4,000	1,456	340	1,796	45%	204
43	Two Story	4,000	1,406	340	1,746	44%	254
44	Two Story	4,400	1,406	391	1,797	41%	403
45	Ranch	4,400	1,705	336	2,041	46%	159
46	Two Story	4,000	1,406	391	1,797	45%	203
47	Two Story	4,997	1,406	478	1,884	38%	615
48							-
49	Two Story	5,659	1,406	431	1,837	32%	993
50	Trilevel	4,771	1,456	353	1,809	38%	577
51	Ranch	5,674	1,705	408	2,113	37%	724
52	Two Story	5,337	1,406	442	1,848	35%	821
53	Trilevel	4,753	1,456	340	1,796	38%	581
54	Two Story	7,749	1,406	391	1,797	23%	2,078
55	Ranch	4,400	1,705	357	2,062	47%	138
56	Trilevel	4,400	1,456	341	1,797	41%	403
57	Two Story	6,118	1,406	483	1,889	31%	1,170
58	Two Story	5,443	1,265	340	1,605	29%	1,117
59	Ranch	4,258	1,705	418	2,123	50%	6
60	Two Story	5,093	1,265	533	1,798	35%	749
61	Two Story	5,385	1,406	391	1,797	33%	896
62	Two Story	4,146	1,406	289	1,695	41%	378
63	Two Story	5,796	1,406	383	1,789	31%	1,109
64	Ranch	4,407	1,705	417	2,122	48%	82
65	Two Story	4,057	1,406	391	1,797	44%	232
66	Trilevel	4,028	1,456	345	1,801	45%	213
67	Ranch	6,141	1,705	399	2,104	34%	967
68	Two Story	5,825	1,265	521	1,786	31%	1,127
69	Ranch	4,496	1,705	502	2,207	49%	41
70	Trilevel	4,499	1,456	425	1,881	42%	369
71	Ranch	4,512	1,705	482	2,187	48%	69

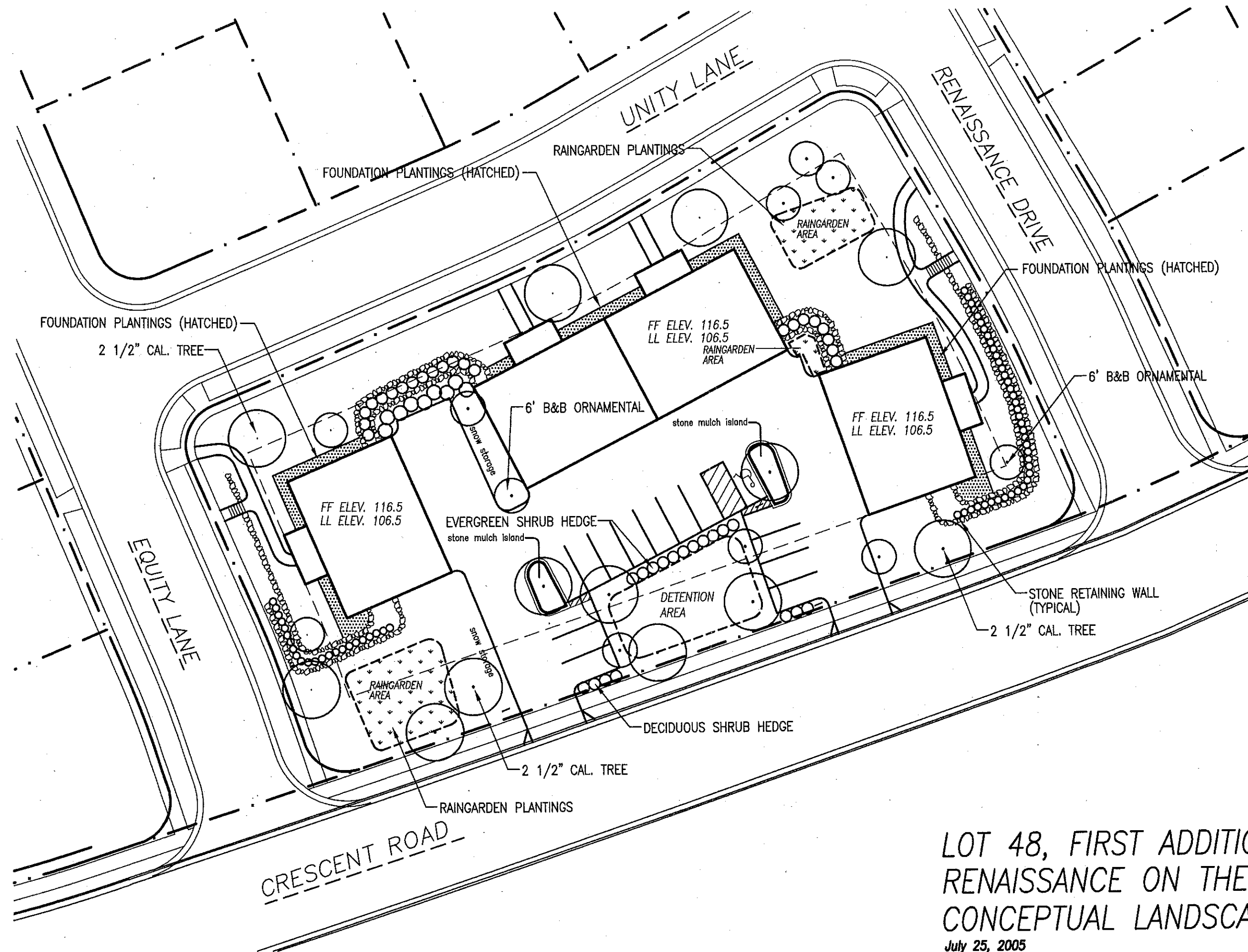
Garage Conformance for First Addition to Renaissance on the Park

<u>Lot #</u>	<u>Floorplan Name</u>	<u>Floorplan Type</u>	<u>Garage Forward</u>	<u>0'-4' Setback</u>	<u>4' Setback</u>
33	Stonebridge	Two Story		1	
34	Jamestown	Ranch			1
35	Settlement	Trilevel	1		
36	Stonebridge	Two Story		1	
37	Jamestown	Ranch			1
38	Settlement	Trilevel	1		
39	Stonebridge	Two Story		1	
40	Jamestown	Ranch			1
41	Stonebridge	Two Story		1	
42	Settlement	Trilevel	1		
43	Stonebridge	Two Story		1	
44	Stonebridge	Two Story		1	
45	Jamestown	Ranch			1
46	Stonebridge	Two Story		1	
47	Newbridge	Two Story			1
48	Multi-Family				
49	Stonebridge	Two Story		1	
50	Settlement	Trilevel	1		
51	Jamestown	Ranch			1
52	Stonebridge	Two Story		1	
53	Settlement	Trilevel	1		
54	Stonebridge	Two Story		1	
55	Jamestown	Ranch			1
56	Settlement	Trilevel	1		
57	Stonebridge	Two Story		1	
58	Cedarbrook	Two Story			1
59	Jamestown	Ranch			1
60	Cedarbrook	Two Story			1
61	Stonebridge	Two Story		1	
62	Cedarbrook	Two Story			1
63	Stonebridge	Two Story		1	
64	Jamestown	Ranch			1
65	Stonebridge	Two Story		1	
66	Settlement	Trilevel	1		
67	Jamestown	Ranch			1
68	Cedarbrook	Two Story			1
69	Jamestown	Ranch			1
70	Settlement	Trilevel	1		
71	Jamestown	Ranch			1
Totals			8	14	16
			21.05%	36.84%	42.11%



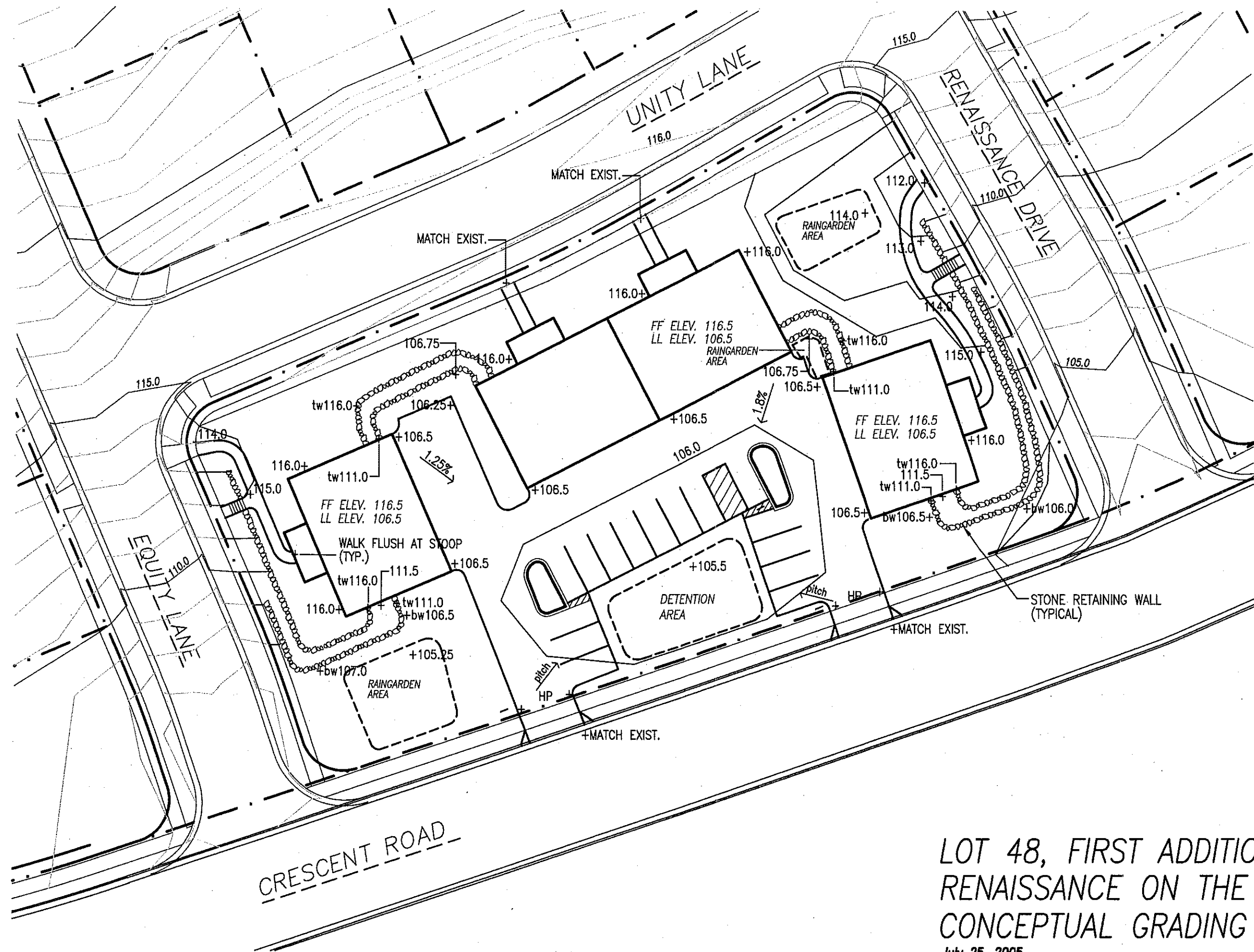
EXHIBIT A
FIRST ADDITION TO
RENAISSANCE ON THE PARK
SITE PLAN

July 26, 2005



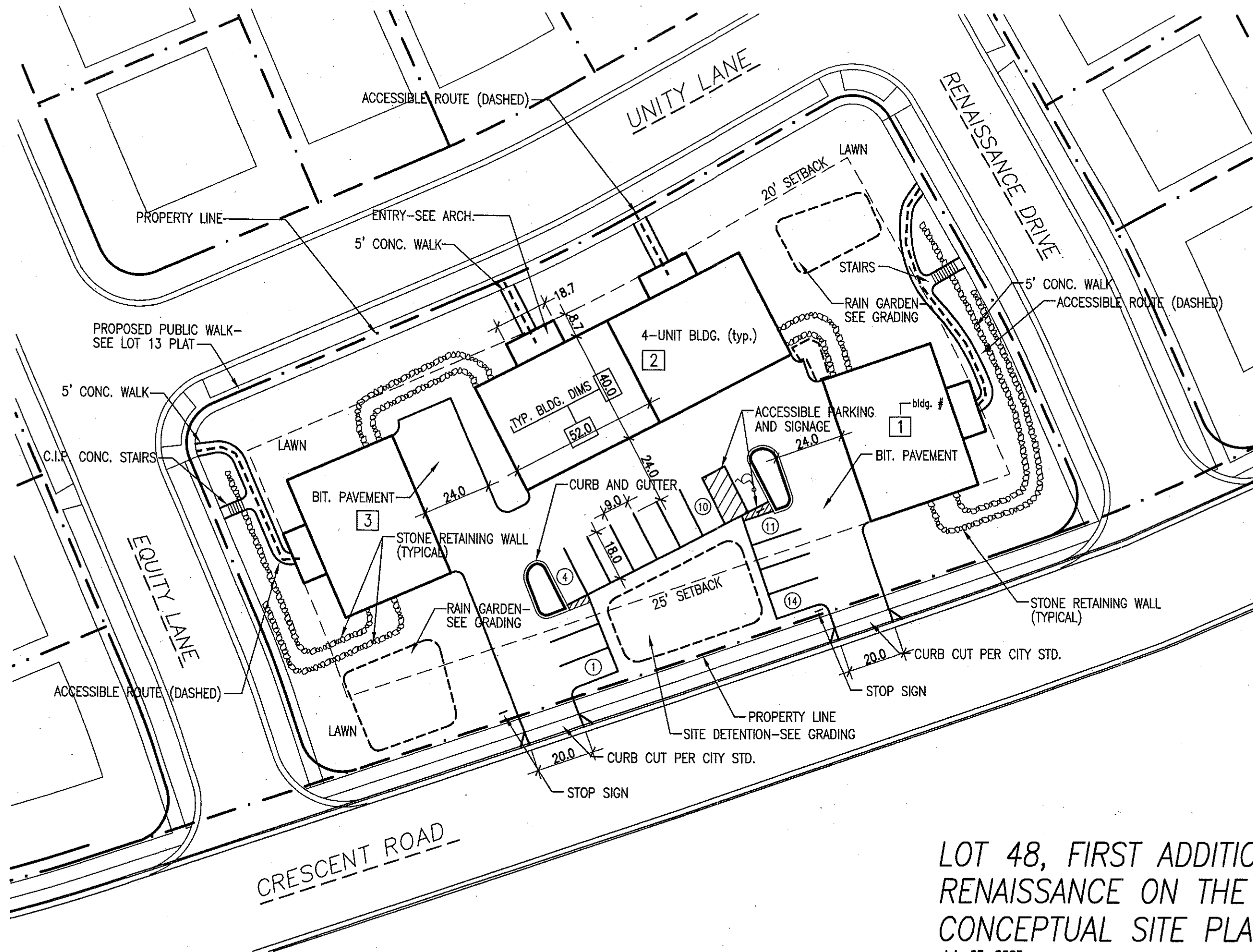
NORTH
1" = 30'

LOT 48, FIRST ADDITION TO
RENAISSANCE ON THE PARK
CONCEPTUAL LANDSCAPE PLAN
July 25, 2005



NORTH
1" = 30'

LOT 48, FIRST ADDITION TO
RENAISSANCE ON THE PARK
CONCEPTUAL GRADING PLAN
July 25, 2005



LOT 48, FIRST ADDITION TO
RENAISSANCE ON THE PARK
CONCEPTUAL SITE PLAN

July 25, 2005